

7751

STATE OF ALABAMA,)
JEFFERSON COUNTY.)

58.787

SECOND CODICIL TO LAST WILL AND TESTAMENT
OF CLAIRE M. ULMER

I, Claire M. Ulmer, a resident citizen of Jefferson County, Alabama, do make, publish and declare this Second Codicil to my Last Will and Testament dated October 10, 1960, as heretofore amended by Codicil dated May 11, 1961.

ITEM D. I do hereby revoke and annul ITEM THREE as same appears in my said Last Will and Testament dated October 10, 1960, as heretofore amended by ITEMS B and C of Codicil dated May 11, 1961, and do substitute in the place and stead thereof the following, viz.:

"ITEM THREE: I am now sole proprietor of an animal boarding business conducted under the trade name "Motel For Pets" with kennels located on U. S. Highway No. 280 in Shelby County, Alabama. I give and bequeath unto T. Clyde Ulmer and James Regan, Jr., as Trustees, that entire business and all the personal property used in its operation as such property appears on the books of account of said "Motel For Pets" including, but not limited to, all furniture, fixtures, machinery, equipment, inventories, accounts receivable, leases, insurance policies, contracts and goodwill; subject, however, to payment by said Trustees of all debts, claims and liabilities of said business, whether outstanding at time of my death or incurred in operation thereof after my death, and to further payment from net income of such business, or otherwise, as promptly after my death as is practi-

Filed in office this the 10th
day of June, 1966
for Probate and Record.

J. Paul M. ...
Judge of Probate

cable and convenient, the amount which bears the same ratio to total estate tax levied against my estate as the property, real and personal, by this ITEM THREE devised and bequeathed to said Trustees, as finally valued for estate tax purposes, bears to the value of my taxable estate as so finally valued. Such reimbursement of estate taxes shall be made by payment or payments to my Executor herein named so long as administration of my estate is pending and, if not paid in full before final settlement and distribution of my estate, shall thereafter be paid to my husband, T. Clyde Ulmer, or to his heirs as hereinafter provided; and such obligation as well as any and all other debts of said Motel For Pets, for which my Estate may be liable, if any, shall until paid in full constitute and continue as a lien on said business and the property thereof in hands of Trustee and of David Charlton, respectively.

I do also give and devise unto Trustees aforesaid the real estate upon which the Motel For Pets is conducted consisting of 2.2 acres, more or less, situated in Shelby County, Alabama, and described as follows:

"A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Commence at the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in an easterly direction, along the southerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 426.35 feet, to the Point of Beginning; thence continue along last described course, a distance of 410.92 feet, to a point in the southwesterly right of way line of Alabama State Highway No. 91; thence 137 degrees 56 minutes 30 seconds left, in a northwesterly direction along said right of way line, a distance of 364.99 feet, to the beginning of a curve to the left, having a radius of 2230 feet on said right of way, and a total central angle of 16 degrees 13 minutes; thence in a northwesterly direction along said curve and right of way line, a distance of 77.0 feet; thence in a southwesterly direction, making an angle of 66 degrees 50 minutes 15 seconds with the chord of last described course, along the southeasterly line of a 25 ft. wide

easement for ingress and egress, a distance of 104.43 feet; thence 19 degrees 29 minutes left, in a south-westerly direction along said easement, a distance of 61.23 feet, said point also being the end of said easement; thence 19 degrees 02 minutes 30 seconds left, in a southerly direction, a distance of 154.75 feet to the Point of Beginning. The above described parcel of land contains 1.6 acres, more or less.

"A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Commence at the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in an easterly direction, along the southerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 199.28 feet to the Point of Beginning; thence continue along last described course, a distance of 227.07 feet; thence 90 degrees 36 minutes 45 seconds left, in a northerly direction, a distance of 154.75 feet; thence 94 degrees 16 minutes 15 seconds left, in a southwesterly direction, a distance of 128.44 feet; thence 50 degrees 59 minutes left, in a southwesterly direction, a distance of 173.67 feet to the Point of Beginning.

"The above described parcel of land contains 0.6 acres, more or less, and ingress and egress to the above described parcel of land is provided by a 25 ft. wide easement, more particularly described as follows: Begin at the NE corner of the above described parcel of land, said point being in the southeasterly line of said 25 ft. wide easement; thence an angle to the right of 113 degrees 18 minutes 45 seconds from the NW corner of above described parcel of land, in a northeasterly direction along the southeasterly line of said 25 ft. wide easement, a distance of 61.23 feet; thence 19 degrees 29 minutes right, in a northeasterly direction along said easement, a distance of 104.43 feet to a point in the southwesterly right of way line of Alabama State Highway No. 91, said point also being the end of said easement."

All the property aforesaid, real and personal, is given to the Trustees, IN TRUST, NEVERTHELESS, for the uses and purposes and with the duties, powers and authority hereinafter set out.

The Trustees shall arrange for the continued operation of the business of said "Motel For Pets" by my present operating superintendent, David Charlton, so long as his, David Charlton's, services are satisfactory to the Trustees and he desires to continue the operation of said business. It is my intent and purpose to provide David Charlton with employment as operating superinten-

dent of the Motel For Pets, the Trustees hereunder, however, exercising supervision and control over purchases, financing and general policies so long as they, in their sole discretion, deem such supervision to be in the interest of said business and of David Charlton.

I request that the Trustees hereunder, bearing in mind my purpose and intent that said David Charlton shall be the recipient of the benefits of this trust, shall undertake to employ the said David Charlton as operating superintendent and pay to him reasonable compensation, in line with what I have paid him in the past plus the entire net profits of the business accruing to the Trust after payment of all expenses, including the salary of such David Charlton, expenses of administration of trust, and any other expenses, including reserves for depreciation, obsolescence and other purposes as they, in their discretion, deem desirable.

The foregoing instructions to the Trustees are not to be construed as mandatory but rather as an expression of my wishes; the Trustees are to exercise their own discretion in the matter of the conduct of the business and management and disposition of assets of the trust and the satisfactory performance by David Charlton of his duties hereunder.

Upon the death of David Charlton or upon the termination, voluntarily or involuntarily, of his employment in the operation of said Motel For Pets, the trust hereby created shall cease and terminate. Upon the death of David Charlton or upon the earlier termination of the trust for any other reason whatsoever, the Trustees shall transfer, pay over and deliver the assets of the Trust to the said David Charlton if he be then living, and shall, thereafter, stand discharged as Trustees hereunder, pro-

vided, however, that if that pro-rata portion of estate taxes assessed against my estate as aforesaid by reason of the inclusion of the value of property by this Item Three devised and bequeathed in my gross estate for estate tax purposes has not at that time been fully paid as herein elsewhere provided the balance of such portion of said taxes so due shall be paid to my husband, T. Clyde Ulmer, as if it had been a part of the residue of my estate at time of my death. If either of the beneficiaries aforesaid be not living at time of termination of trust hereunder, the Trustees shall pay over, transfer and deliver all of such deceased beneficiary's share to the heirs at law of such deceased beneficiary, entitled to his real estate under present statutes of descent and distribution of State of Alabama.

The Trustees shall take, hold and manage the property devised and bequeathed to them under this Item Three for the use and benefit of David Charlton during his lifetime or of his employment in the operation of the business therein described or until they, in their sole discretion, are of opinion that said David Charlton can satisfactorily perform for himself the managerial services hereby delegated to the Trustees, including any property subsequently acquired pursuant to any power and authority hereby granted (all of which property is, for convenience, sometime herein referred to as "the trust estate"), with the following powers and authority, viz.:

- (1) To operate the business of Motel For Pets from the time of my death and to pay from the gross revenue thereof all expenses in connection with such operation and to purchase or otherwise acquire any and all property, real or personal, as is

deemed by them, in their discretion, desirable in connection with such operation; and to pay all expenses of such operation, including salary and any other compensation by way of bonus or otherwise to David Charlton as operating superintendent.

(2) To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate, real, personal or mixed, upon such terms and conditions as they see fit.

(3) To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less term, either with or without option granted, and to exchange, release, partition, vacate, dedicate or adjust the boundaries of any real estate constituting a part of the trust estate.

(4) To borrow money for such time and upon such terms as they see fit, without security or on mortgage of any real estate or upon pledge of any personal property held by it hereunder, and to execute mortgages, retention of title contracts, pledge agreements or other instruments of security therefor.

(5) To hold any property originally received by them or thereafter acquired by them as a part of the Trust Estate, so long as they shall consider the retention thereof for the best interest of the beneficiaries hereunder, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment.

(6) To determine whether any money or property coming into their hands shall be treated as a part of the principal of said trust estate or a part of the income therefrom; to apportion

237
250

between such principal and income any loss or expenditure in connection with said trust estate as to them may seem just and equitable; and, in their sole discretion, to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by them to be a proper charge against income; and generally to employ such accounting methods and determination of net income as they deem proper in the conduct of the business of Motel For Pets and for the administration of the trust estate.

(7) To keep any property constituting a part of the trust estate properly insured against fire or any other hazard as they deem desirable; to pay all taxes, assessment, mortgages or other liens now or hereafter resting upon such property; to pay any and all liabilities of Motel For Pets owing at time of my death and generally to pay all the expenses of the trust estate incurred in the exercise of the powers hereby vested in them which in their judgment may be proper or necessary, including, but not limited to, premiums on public liability insurance, fidelity bonds, workmen's compensation insurance, and compensation and reimbursement to the Trustees.

(8) To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any and all other acts, deemed by them to be necessary or desirable in the execution of the powers herein vested in them.

(9) To institute and defend any and all suits or legal proceedings relating to or connected with the trust estate or any asset thereof, in any court; and to employ counsel and to compromise or submit to arbitration any matters or disputes in which said trust estate may be involved, as in their judgment

may be necessary, proper or desirable.

(10) The Trustees hereunder shall not be required to make or give any bond for performance of or in connection with any duty hereunder except by order of Court for cause shown, in which event the premium and other cost shall be paid from the trust estate as part of the cost of administration thereof; nor shall they be required to file any accounting of their administration of the trust nor answer or explain any exercise of their discretion in any Court whatsoever.

(11) The Trustees, or either of them, may at any time or from time to time, advance money to the trust estate from their own funds for any purpose or purposes of the trust, and reimburse themselves or himself for money so advanced and interest thereon and for any reasonable expenses incurred by them, or either of them, in the administration of the trust, from the trust estate or any funds belonging thereto thereafter coming into their hands from any source.

(12) As compensation for services hereunder the trustees may pay to James Regan, Jr. such amount as may be mutually agreeable to the Trustees and to any successor trustee or trustees such amount as may be agreed upon by the person appointing such successor.

(13) Each and every power and authority hereby granted may be exercised by the two trustees acting jointly or by either of them acting alone without the joinder of the other whenever he, in his discretion, deems such action desirable. If either Trustee shall, for any reason, fail or cease to serve as Trustee hereunder, then, in any such event, the other of the two Trustees herein named may appoint a successor to serve as Trustee and if

both of said Trustees shall fail or cease to so serve, or a vacancy in office of Trustee shall at any time thereafter occur and not be otherwise filled, then, in any such event, David Charlton may name a successor trustee or two successor Trustees to serve hereunder. Appointment of successor trustees hereunder shall be in writing and acknowledged in substantially the manner and form required for acknowledgment of conveyances or by Last Will and Testament of any one granted such power of appointment duly probated in Probate Court of Jefferson County, Alabama.

(14) I authorize, empower and direct my personal representative hereunder, upon the request of the Trustees or of either of them, to render such assistance and enter into such agreements as he may deem reasonably necessary to give to the business of Motel For Pets and the Trustees in their operation thereof a reasonable opportunity to arrange for payment of obligations chargeable to said business as aforesaid, without jeopardizing any other assets of my estate.

(15) If and when the Trustees hereunder, either or both, shall in their, or his, sole discretion be of the opinion that David Charlton can satisfactorily himself perform the managerial services hereby assigned to the Trustees, the trust hereby created may, thereupon, be terminated, and all assets of the trust estate conveyed, transferred, paid over and delivered unto the said David Charlton, whereupon the trust shall cease and terminate and the Trustees hereunder stand discharged.

ITEM E. I do hereby ratify, approve, confirm and declare to be my Last Will and Testament my said Will dated October 10, 1960, as amended by Codicil dated May 11, 1961, and as further hereby amended.

BOOK 250 PAGE 169

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25th day of April, 1966.

Claire M. Ulmer (SEAL)

We hereby certify that Claire M. Ulmer signed the foregoing instrument in our presence and declared the same to us to be a Codicil to her Last Will and Testament; and we, at her request, in her presence and in the presence of each other, have hereunto set our signatures as attesting witnesses, on the day said instrument bears date.

Margaret Ulmer Bethune

93
RECORDED

93 PAGE 171

CERTIFICATE TO THE PROBATE OF WILL

THE STATE OF ALABAMA,
JEFFERSON COUNTY.

I, J. PAUL NEEKS, Judge of the Court of Probate, in and for said State

and County, do hereby certify that the foregoing instrument _____ of writing has _____ this day, in said Court, and before me as the Judge thereof, been duly proven by the proper testimony to be the genuine last Will and Testament & Codicils

of Claire M. Ulmer, Deceased and that said Will _____ and Codicils _____

together with the proof thereof have been recorded in my office in Judicial Record, Vol. 13 Page 171.

In witness of all which I have hereto set my hand, and the seal of the said Court, this date July 14, 1966.

Form No. 98

J. Paul Neeks, Judge of Probate

BOOK 250 PAGE 242

CODICIL TO LAST WILL AND TESTAMENT OF CLAIRE M. ULMER

I, Claire M. Ulmer, a resident citizen of Jefferson County, Alabama, do make, publish and declare this Codicil to Last Will and Testament heretofore made by me on, to-wit, the 10th day of October, 1960.

ITEM A. I do hereby include in ITEM TWO of my said will, by addition thereto, Lot 4 in Block 91 of Elyton Land Company Survey of City of Birmingham, which lot has been recently purchased by me from Sterling Realty Company and is subject to a purchase money mortgage. The said lot was so purchased for use in conduct of ice cream business though title thereto is vested in me individually; and, subject to all the conditions and provisions of ITEM TWO of my said will, I do give and devise said lot to Thomas E. Yeager, upon performance by him of such conditions aforesaid.

ITEM B. I do hereby revoke and annul the devise to David Charlton of seven and one-half (7½) acres situated in North Half of Northwest Quarter (N½ of NW¼) of Section 36, Township 18 South of Range 2 West and in lieu thereof do give and devise to him that portion of said tract of land hereinafter described by metes and bounds as actually used in connection with "Motel For Pets". For the purpose of making this change in quantity of land devised by ITEM THREE of my said Will I do hereby delete therefrom the second paragraph of said ITEM THREE as the same now appears therein and do substitute in the place and stead thereof the following words and figures, viz.:

"I do also give and devise unto the said David Charlton, subject to conditions aforesaid and elsewhere herein expressed, the hereinafter described real estate, being 2.2 acres, more or less, situated in Shelby County, Alabama, used in connection with the said business presently known as Motel For Pets, viz.:

Filed in office this the 10th
day of June, 1966
for Probate and Record.

[Signature]
Judge of Probate

"A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Commence at the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in an easterly direction, along the southerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 426.35 feet, to the Point of Beginning; thence continue along last described course, a distance of 410.92 feet, to a point in the southwesterly right of way line of Alabama State Highway No. 91; thence 137 degrees 56 minutes 30 seconds left, in a northwesterly direction along said right of way line, a distance of 364.99 feet, to the beginning of a curve to the left, having a radius of 2230 feet on said right of way, and a total central angle of 16 degrees 13 minutes; thence in a northwesterly direction along said curve and right of way line, a distance of 77.0 feet; thence in a southwesterly direction, making an angle of 86 degrees 50 minutes 15 seconds with the chord of last described course, along the southeasterly line of a 25 ft. wide easement for ingress and egress, a distance of 104.43 feet; thence 19 degrees 29 minutes left, in a southwesterly direction along said easement, a distance of 61.23 feet, said point also being the end of said easement; thence 19 degrees 02 minutes 30 seconds left, in a southerly direction, a distance of 154.75 feet to the Point of Beginning. The above described parcel of land contains 1.6 acres, more or less.

"A parcel of land located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, more particularly described as follows: Commence at the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in an easterly direction, along the southerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 199.28 feet to the Point of Beginning; thence continue along last described course, a distance of 227.07 ft.; thence 90 degrees 36 minutes 45 seconds left, in a northerly direction, a distance of 154.75 feet; thence 94 degrees 16 minutes 15 seconds left, in a southwesterly direction, a distance of 128.44 feet; thence 50 degrees 59 minutes left, in a southwesterly direction, a distance of 173.67 feet to the Point of Beginning.

"The above described parcel of land contains 0.6 acres, more or less, and ingress and egress to the above described parcel of land is provided by a 25 ft. wide easement, more particularly described as follows: Begin at the NE corner of the above described parcel of land, said point being in the southeasterly line of said 25 ft. wide easement; thence an angle to the right of 113 degrees 18 minutes 45 seconds from the NW corner of above described parcel of land, in a northeasterly direction along the southeasterly line of said 25 ft. wide easement, a distance of 61.23 feet; thence 19 degrees 29 minutes right, in a northeasterly direction along said easement, a distance of 104.43 feet to a point in the southwesterly right of way line of Alabama State Highway No. 91, said point also being the end of said easement."

Revised

ITEM C. The real estate hereinabove described and devised is so devised subject to all the terms, conditions and provisions set out in my said Last Will and Testament dated the 10th day of October, 1960, which, as hereby amended, I do ratify, approve, confirm and declare to be my Last Will and Testament.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 11th day of May, 1961.

Claire M. Ulmer (SEAL)

We hereby certify that Claire M. Ulmer signed the foregoing instrument in our presence and declared the same to us to be a codicil to her last will and testament; and we, at her request, in her presence and in the presence of each other have hereunto set our signatures as attesting witnesses, on the day said instrument bears date.

Alice M. McCarry
Douglas P. Wings

JEFFERSON COUNTY)

LAST WILL AND TESTAMENT OF

Clara
CLARA M. ULMER

I, *Clara* Clara M. Ulmer, a resident citizen of Jefferson County, Alabama, do make, publish and declare this to be my Last Will and Testament, hereby revoking any and all wills, testaments and codicils by me at any time heretofore made.

ITEM ONE: Subject to provisions and exceptions as hereinafter set out, I direct that my Executor shall, as soon as convenient after my death, pay all my just debts, including expenses of my last illness, funeral and burial; provided, however, that any indebtedness owing by me which is secured by any mortgage, pledge or other encumbrance on any property owned by me at the time of my death shall not be so paid by my Executor out of my Estate but any and all such property shall pass to those to whom it is devised and bequeathed hereunder subject to the lien of any such mortgage, pledge or other encumbrance against the same respectively and the legatee or devisee receiving such property shall procure from the holder of the said indebtedness a full release of my estate from any liability therefor as a condition precedent to the taking of such property as legatee or devisee, either or both, hereunder; and upon the failure of such legatee or devisee to so relieve my estate of any and all such liability within six (6) months after my death, the said property shall not pass to such legatee or devisee but shall continue as a part of my estate to be administered by my Executor for purpose of paying said indebtedness for which it is mortgaged, pledged or otherwise encumbered and all estate taxes levied against my estate by reason of the inclusion in my gross estate of said property for tax purposes.

For the purpose of the foregoing provisions and in the application thereof, the indebtedness which I owe to

Filed in office this the 11th
day of June, 1946
for Probate and Record.

Clara M. Ulmer
Judge of Probate]

P. P. Baker and George G. Baker, Trustees, shall at all times be deemed secured by a mortgage, pledge or other encumbrance on, of or against all shares of the capital stock of the three corporations engaged in the Ice Cream business and the real estate used and occupied in conduct of said business, being all the property, real and personal, hereinafter more fully described in ITEM TWO hereof.

ITEM TWO: I do give, devise and bequeath unto Thomas E. Yeager, all of the shares of capital stock of Baker's Ice Cream Company, Inc., Baker's, Inc., Baker's Ice Cream Service, Inc., or their respective successors, owned by me at the time of my death; and also the real estate owned by me at the time of my death, used in the conduct of the ice cream business and more particularly described as follows: Lots 1 and 3, Block 91, Elyton Land Co. Survey of Birmingham; Lots 1 and 2, Block 19-I, Ensley; and Lots 4, 5 and 6, in Block 225, Survey of North Birmingham.

This devise and bequest is, however, made subject to payment by said Thomas E. Yeager of the balance owing by me at the time of my death to P. P. Baker and George G. Baker, Trustees, together with interest thereon to date of payment, or the assumption by said Thomas E. Yeager of said indebtedness and the procuring by him of a release of my Executor from any and all liability therefor. This devise and bequest is further subject to the liability of my estate for estate taxes by reason of the inclusion in my gross estate for estate tax purposes of the property by this ITEM TWO devised and bequeathed; and the said Thomas E. Yeager shall pay to my Executor an amount which bears the same ratio to the total estate tax levied against my estate as the value of the property devised and bequeathed to him as finally valued for estate tax purposes bears to the value of my taxable estate for estate tax purposes. I authorize, empower and direct my personal representative hereunder, upon the request of said Thomas E. Yeager to render such assistance and enter into such agreements as he may deem reasonably necessary

to give to said Thomas E. Yeager a reasonable opportunity to arrange for payment of said obligations aforesaid without jeopardizing any other assets of my estate; and my personal representative shall, at all times so long as my estate remains liable for said indebtedness to P. P. Baker and George G. Baker, Trustees, or estate taxes, either or both in whole or in part, have a lien on the property hereby devised and bequeathed for the payment of such obligation of Thomas E. Yeager hereunder.

Thomas E. Yeager is the present manager of the ice cream business conducted by the above named corporations and it is my will and desire that he continue to manage said corporations and conduct said business from and after my death and during the administration of my estate and I do hereby authorize, empower and direct my personal representative hereunder to arrange for such continued management by said Thomas E. Yeager.

Amended

ITEM THREE: I am now the sole proprietor of an animal boarding business conducted under the trade name of "Motel For Pets" with kennels located on the "Florida Short Route" in Shelby County, Alabama. Subject to the conditions hereinafter and at any other place expressed in this my will, I do give and bequeath unto the present manager of such business, David Charlton, that entire business and all the property used in its operation as such property appears on the books of account of said "Motel For Pets" including, but not limited to, all furniture, fixtures, machinery, equipment, inventories, accounts receivable, leases, insurance policies, contracts and good will, subject to payment by David Charlton, however, of all debts, claims and other liabilities of said business, whether outstanding at the time of my death or incurred in the operation thereof after my death. I do authorize, empower and direct that my personal representative deliver possession of the said business and assets thereof as soon as practicable after my death upon such security in such amount and form as is deemed by my

said personal representative to afford full protection to my estate against any and all liability on account of any and all debts, claims and other liabilities of any kind incurred in the operation of said business and any other obligations imposed upon said David Charlton as a condition of his taking any property under this ITEM THREE.

I do also give and devise unto the said David Charlton, subject to conditions aforesaid and elsewhere herein expressed, that certain real estate used in connection with the aforesaid business, being approximately seven and one-half ($7\frac{1}{2}$) acres situated in North Half of Northwest Quarter ($N\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 36, Township 18 South of Range 2 West, in Shelby County, Alabama.

The bequest and devise to David Charlton under this ITEM THREE is subject to the liability of my estate for estate taxes by reason of the inclusion in my gross estate for estate tax purposes of the property by this ITEM THREE devised and bequeathed; and the said David Charlton shall pay to my Executor an amount which bears the same ratio to the total estate tax levied against my estate as the value of the property devised and bequeathed to him as finally valued for estate tax purposes bears to the value of my taxable estate for estate tax purposes.

All debts of the aforesaid business required to be assumed and paid by David Charlton hereunder shall be deemed in all respects as liens under ITEM ONE hereof and subject to the provisions therein set out as to conditions upon which legatees take hereunder subject to such liens; and my personal representative shall, at all times so long as my estate remains liable for any sum required hereby to be paid by David Charlton, have a lien on property described in this ITEM ^{three} ~~TWO~~ for the ^{the} payment of all such sums so required to be paid by David Charlton.

ITEM FOUR: All the rest, residue, and remainder of the property owned by me at the time of my death I do give, devise

and bequeath unto my husband, Clyde Ulmer, if he survives me for a period of not less than six (6) months. If my husband does not survive me for as long as six (6) months, then, in that event, I do give, devise and bequeath all said rest, residue and remainder of my property to Mrs. Kate Baker of Oxford, Mississippi.

ITEM FIVE: I do constitute and appoint James Regan, Jr., Executor of this my last will and testament.

I direct that my said Executor not be required to give, make or file any bond or other security for performance of his duties hereunder nor any inventory, accounting or settlement, partial or final, of my estate in any Court whatsoever; and I do expressly exempt him from any such requirements. I do grant unto my said Executor full power and authority to sell any property, real or personal, belonging to my estate, at public or private sale at such price and on such terms as he sees fit without order, approval or confirmation of or by any Court whatsoever; subject, however, to the rights of Thomas E. Yeager and of David Charlton, respectively, under ITEMS TWO and THREE, respectively, to the property therein described as therein provided.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 10 day of October, 1960.

Clara M. Ulmer (SEAL)

We hereby certify that Clara M. Ulmer signed the foregoing instrument in our presence and declared the same to us to be her last will and testament and we, at her request, in her presence and in the presence of each other, have hereunto set our signatures as attesting witnesses, on the day the said instrument bears date.

Lucille Mae McLary
Beulah Kinstanley

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
967 OCT -7 AM 9:28
U.C.C. FILE NUMBER OR
BK. & PAGE AS SHOWN ABOVE
Conf. 11/3/60
JUDGE OF PROBATE

CERTIFICATE TO COPIES

PROBATE-67

THE STATE OF ALABAMA,
Jefferson County.

PROBATE COURT

Judge

I. J. Paul Meeks,

~~Charles M. Meeks~~ of the Court of Probate, in and for said County in said

State hereby certify that the foregoing contains a full, true and correct copy of the Last Will and Testament
and Codicils of Claire M. Ulmer, Deceased, together with the
Certificate to the Probate thereof;

~~XXXXXXXXXX~~

as the same appears on file and of record, in this office.

Given under my hand and seal of said Court, this

the 3rd day of October, 19 67

J Paul Meeks

~~Charles M. Meeks~~

Judge of Probate

Book 205 - Page 250-A